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*Santa Clara County*

STEVE HEMINGER  
*Executive Director*

ANDREW B. FREMIER  
*Deputy Executive Director*

April 30, 2008

## REQUEST FOR QUALIFICATIONS PROFESSIONAL PROJECT MANAGEMENT & TECHNICAL ASSISTANCE SERVICES

Dear Interested Firms:

The Bay Area Toll Authority (BATA) invites your firm to submit a Statement of Qualifications (SOQ) to perform project management and consulting, oversight, and operational and financial technical advisory services to assist BATA with development of technical specifications and a procurement document for the replacement of its current Advanced Toll Collection and Accounting System (ATCAS), and for other project management and technical services related to BATA's toll collection activities.

BATA intends to select a panel of one or more firms from which to choose for as-needed services based on the needs of BATA related to the replacement and improvement of the ATCAS system for a period extending through June 30, 2012. All work to be assigned under this RFQ will be initiated by task order. Once the panel is established, BATA will assign one or more tasks or portions thereof to individual firms based on the nature of the work and the expertise and availability of the firms and staff of those firms. Selection to be on the panel will not necessarily result in award of a contract. Firms may submit SOQs related to all of the areas of expertise or limited to one or more of the areas of expertise listed on page 3 of this Request for Qualifications (RFQ).

This letter, together with its appendices comprises the RFQ for the above-described project. Responses to this RFQ should be submitted in accordance with the instructions set forth in this RFQ.

### **Statement of Qualifications Due Date**

Interested firms must submit an original and ten (10) hard copies of their Statement of Qualifications (SOQ) by **4:00 p.m. on Friday, May 23, 2008. SOQs received after that date and time will not be considered.** SOQ's submitted for the project shall be considered firm offers to enter into a contract, as described in this RFQ, for a period of ninety (90) days from the due date.

### **BATA Point of Contact**

SOQs and all inquiries relating to this RFQ should be submitted to the address shown below. For telephone inquiries, call (510) 817-5860. E-mail inquiries may be directed to <rmcmillan@mtc.ca.gov>.

Rod McMillan, Project Manager  
BATA  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
Fax: (510) 817-5957

### **Background**

The Bay Area Toll Authority (BATA) is a public agency created by Senate Bill 226, effective January 1, 1998. Senate Bill 226 amended Streets and Highway Code Section 30950 *et seq.* and transferred to BATA certain California Transportation Commission (CTC) and State of California, Department of Transportation (Caltrans) duties and responsibilities for the disposition of toll revenues collected from seven toll bridges owned and operated by Caltrans in the San Francisco Bay Area. The bridges are the Antioch, Benicia-Martinez, Carquinez, Dumbarton, Richmond San Rafael, San Francisco Oakland Bay Bridge, and San Mateo Hayward Bridge. These responsibilities include administration of the Regional Measure 1 capital improvement program approved by the voters in 1988. In March 2004, the Bay Area voters approved Regional Measure 2 (RM 2) increasing the tolls by one dollar on all seven Caltrans toll bridges effective July 1, 2004. BATA controls the RM2 allocations for various capital and operating funds for congestion relief programs.

On July 18, 2005, the California State Legislature approved Assembly Bill (AB) 144 transferring toll bridge administration responsibility from Caltrans to BATA. The legislation also consolidated the seismic retrofit dollar previously administered by Caltrans along with all other toll bridge revenues under BATA's administration.

BATA also assumed responsibility of the ATCAS system from Caltrans in March 2006. Caltrans installed the current ATCAS system in 2000. The ATCAS system resides on legacy technology, hardware, and operating systems. This financial accounting system counts and tracks the traffic and calculates revenue from the bridges. This information resides at the plaza servers at each toll plaza and is further transmitted to the host server, currently located at the Caltrans Headquarters building in Oakland.

### **Conflict of Interest**

Award of a contract may exclude a firm(s) from submitting a proposal for the ATCAS replacement RFP, which will be developed as part of the Scope of Work listed herein.

### **Minimum Qualifications**

To be considered for this project, a firm must demonstrate in its SOQ one or more of the following bulleted minimum qualifications:

**Project management**

- ❑ Experience with development of RFPs and other procurement documents for complex financial systems, technical projects, and IT systems, as well as experience in evaluating vendors and vendor selection.
- ❑ Experience with project management consulting with government, transportation, and toll bridge entities.
- ❑ Experience developing project work plans and timelines, coordinating with multiple departments on business, IT, and operations requirements.
- ❑ Experience providing consulting services for project tracking, project status reports, change control, meet goals and objectives.
- ❑ Experience with meeting facilitation.
- ❑ Experience in setting up test plans, test criteria, monitoring tests, and drawing conclusions.
- ❑ Experience in toll system conversions and transitions.
- ❑ Experience working with system integrators.

**Financial system design and procurement**

- ❑ Experience with providing services for the evaluation of business, financial, and operational requirements.
- ❑ Experience with implementing financial systems.
- ❑ Experience with design, review, and testing of financial systems
- ❑ Experience with financial system controls and documentation.
- ❑ Experience with disaster recovery planning and documentation.

**IT architecture, software design/development and implementation**

- ❑ Experience with the design, development, testing, and implementation of manual and electronic toll collection systems, including the internal controls and financial systems.
- ❑ Experience with IT solutions, including current software best practices and standards, and systems architecture.

**Toll collection system operation**

- ❑ Experience overseeing installation and operation of toll lane equipment at bridges and other roadway applications

**Other Qualification**

Certification from Project Management Institute as project management professional is highly desirable.

**Scope of Work and Budget**

The selected firm(s) will assist BATA with evaluating the existing ATCAS system, developing requirements for the new system, preparing the technical specifications and procurement documents for a new toll collection system, and providing ongoing technical assistance to BATA in regards to the toll collection system on the bridges. The firm(s) will also provide project management oversight. As a result of the required work, BATA intends to issue a Request for

Proposal (RFP) to design and build a replacement for its toll collection system and associated toll lane equipment. The selected firm(s) will also assist in evaluating vendor proposals, developing the project work plan and timelines, and providing project management oversight and technical assistance through project implementation. BATA has determined there are four key components for project management and oversight: 1) accounting and financial reporting, 2) internal controls, 3) operational functionality, and 4) IT architecture, including interfaces and integration with other system components (e.g., violation enforcement system, electronic toll collection customer services center, BATA's financial accounting system, etc.). The selected firm(s) will work with the selected ATCAS vendor/system integrator and review and make recommendations on system development. The firm(s) will also help with the test plan, the implementation plan, track the progress of the project, participate in project meetings, and coordinate with various other firms and departments on the lane equipment, the application software, financial services, operation and IT requirements. A detailed description of required services is outlined in *Appendix A, Scope of Work*, to this RFQ.

BATA intends to enter into contracts with the selected firm(s) for the four-year term of June 1, 2008 through July 1, 2012, which may be extended at BATA's sole discretion for a period of up to two additional years. Actual work will be assigned pursuant to BATA-initiated Task Orders. Assignments shall be assigned at BATA's discretion based on the nature of the work and the expertise and availability of the firm(s). The estimated total budget for the project has not been determined at this time.

#### **Notice of Addenda and Requests for Exceptions**

Any addenda to this RFQ will be posted on the MTC Web site at <<http://www.mtc.ca.gov/jobs/>>. To receive personal notice of any addenda, prospective proposers must submit a written request to receive addenda to the BATA Project Manager prior to May 7, 2008.

Any written request for clarification of or exceptions to RFQ requirements or BATA's contract language must be received by BATA no later than May 12, 2008 to guarantee response or consideration. Any requests for clarification and exceptions received before the Proposer's Conference will be addressed at the Proposer's Conference or in writing thereafter.

#### **Proposer's Conference**

A proposer's conference will be held on May 7, 2008 at the Bay Area Toll Authority, 101 - 8<sup>th</sup> St, 3<sup>rd</sup> Floor, Oakland. Attendance at the proposer's conference is not mandatory.

#### **Statement of Qualifications (SOQ) Content**

Proposers are encouraged to print double-sided copies to save paper.

Each SOQ should include:

1. A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFQ by title and date and should include the name and telephone number of a contact person and a statement that the SOQ is a firm offer to enter into a contract with BATA according to the terms of this RFQ for ninety (90) days following its submission. In addition, the transmittal

letter shall state whether the firm is submitting an SOQ for the entire scope of work or for specified limited parts.

2. A brief company profile and summary of the firm's qualifications in relation to the services outlined in *Appendix A, Scope of Work*. The company profile should include: a brief history of the firm, office locations, size of the firm, services offered, areas of expertise that are relevant to the aforementioned scope, staffing expertise and availability to work on projects that may be assigned should the firm be selected. The summary of the firm's qualifications should specifically address as many of the areas of potential consultant assistance as the firm wishes to be considered for, and each of the relevant qualifications described above in Proposer Qualifications.
3. Descriptions of relevant projects done within the past four (4) years by the firm and description of the key staff involved in the projects. The description should include the following:
  - Project name;
  - Project category, one paragraph description of the type of project, purpose of the project, and the firm's scope of work;
  - Size of the project in terms of budget and scope;
  - Duration of project (e.g., 6 months) and year of completion;
  - Client agency and other participating agencies;
  - Who, of the staff proposed for this contract, worked on the project and their role.
4. An organizational chart and summary qualifications of the key staff who would be expected to work on the project(s) that may be assigned, their availability, and the location of the office from which they do most of their work. Key staff members who are proposed to contribute the majority of work hours should be highlighted on the organizational chart. Staff qualifications should include: a one-paragraph description of relevant experience, proposed role, length of work experience and areas of expertise. Availability for project assignments should be expressed in percentage. Resumes may be included as an appendix.
5. Descriptions of the firm's approach to managing projects and personnel, maintaining quality control, highlighting the project understanding, and providing the overall technical approach to providing the required services, and delivering high quality products.
6. Three (3) references who can attest to key staff's experience in performing work substantially similar to the services covered by this RFQ must be provided. References should include contact information and the name of the project or projects done by the Consultant for that client. Letters of endorsements may be included as an appendix.
7. A signed *California Levine Act Statement, Appendix C*.
8. Fully burdened hourly rates for all proposed staff. Rates shall include all direct and indirect costs and profit. Field and home-office rates shall be provided for all proposed staff. BATA will not pay for ordinary travel expenses, meals or lodging, or permit add-

on fees for use of subcontractors. *Appendix B, Proposed Staff and Hourly Rates*, provides an example of the format for the submittal of the firm's hourly rates. Rates indicated shall be firm for the first two years of the contract term.

### **Evaluation Factors**

The Project Manager, in consultation with the Office of General Counsel, will review the SOQs to determine if the minimum qualifications have been met. The SOQs of those firms that meet minimum qualifications will then be reviewed for responsiveness. Any proposal that does not include enough information to permit evaluators to rate the proposal in any of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items required in the Proposal Content may be considered complete and generally responsive if evaluation of every factor is possible.

To establish a pool of qualified firms, an evaluation panel comprised of the Project Manager and other BATA employees will evaluate the responsive SOQs, based on the following evaluation criteria, in order of relative importance:

- Demonstrated ability, based on firm and staff experience and the specific experience of the proposed team, to provide and other consultant assistance for one or more of the applicable areas (e.g., project management, financial system design, IT solutions, and toll operations) listed in this RFQ and identified in the firm's SOQ.
- Project team's knowledge of operations, financial systems, and system integration of toll collection systems.
- Reasonableness of hourly rates of key personnel.
- Comprehensiveness and adequacy of SOQ

The evaluation panel may develop a pool of qualified firms based on written proposals alone or may develop a "short list" of firms that, in the opinion of the panel, are reasonably likely to be qualified for the project. Short-listed firms may be interviewed by the panel. BATA may contact the references of any and all proposers. The panel will then recommend to BATA's Executive Director, or his designated representative, a pool of firms to perform the required services. If the Executive Director agrees with the recommendation, he will forward it on to BATA's Oversight Committee for approval.

BATA reserves the right in its sole discretion to decide not to enter into a contract with any firm as a result of this RFQ, the right to accept or reject any and all proposals submitted, to adjust project timetable, to waive minor irregularities in proposals, and to request additional information from the proposers. Any award made will be made to the firm(s) whose proposal is the most advantageous to BATA, based on the evaluation criteria listed above.

### **Consultant Selection Timetable**

10:00 a.m., May 7, 2008	Proposer Conference at 101 8 <sup>th</sup> Street, Oakland, CA.
4:00 p.m. May 12, 2008	Closing date and time for receipt of requests for clarification or exceptions to, or modifications of RFQ requirements
4:00 p.m., May 23, 2008	Closing date and time for receipt of proposals
Week of May 26, 2008	Interviews (if required)
Wednesday, June 11, 2008	BATA Oversight Committee Approval
Wednesday, June 18, 2008 (approximate)	Execution of contract

### **Selection Disputes**

A firm may object to a provision of the RFQ on the grounds that it is unduly restrictive, arbitrary or biased, or to the selection of a particular Consultant on the grounds that BATA procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the BATA Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) working days prior to the date SOQs are due, for objections to RFQ provisions; or
- 2) No later than three (3) working days after the date on which contract award is authorized by the BATA Oversight Committee or the date the proposer is notified that it was not selected, whichever is later, for objections to Consultant selection.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the BATA review officer to recommend a resolution to the BATA Executive Director. Except with regards to the initial determination of non-responsiveness, the evaluation record shall remain confidential until the BATA Oversight Committee authorizes award.

The BATA Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by BATA's Oversight Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting Proposer wish to appeal the decision of the BATA Executive Director, it may file a written appeal with the BATA Oversight Committee, no less than three (3) working days after receipt of the written response from the BATA Executive Director. The BATA Oversight Committee's decision will be the final agency decision.

**General Conditions**

BATA will not reimburse any firm for costs related to preparing and submitting a SOQ.

Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

BATA reserves the right in its sole discretion not to enter into any contract as a result of this SOQ. Placement in the pool of qualified firms does not guarantee a firm will be contacted or awarded any work.

The selected Consultant(s) will be required to sign a contract with BATA, the provisions of which are summarized in *Appendix D*, Synopsis of Provisions in BATA's Standard Consultant Agreement. In particular, we direct your attention to the insurance provisions in *Appendix D*. The Consultant will be required to maintain insurance at the coverage levels specified in *Appendix D*, for the duration of this agreement. The policies must specify that such insurance is primary, and no BATA insurance will be called on to contribute to a loss. **Any objections to the specified coverage levels must be brought to BATA's attention by the deadline for objections to RFQ provisions, listed above, in order to guarantee consideration.**

**Authority to Commit BATA**

The Executive Director will recommend a firm to the BATA Oversight Committee, which will commit BATA to the expenditure of funds in connection with the RFQ.

Thank you for your interest.

Sincerely,



Steve Hemminger  
Executive Director

SH: RMcM



## **APPENDIX A SCOPE OF WORK**

The Scope of Work for the project includes researching and writing the technical specification and the procurement document to select a vendor to design, test and implement a new Advanced Toll Collection Accounting System (ATCAS), assist with evaluation of the proposals received and provide project management and technical assistance services through project implementation.

All work to be provided under this RFQ will be initiated by execution of a contract and a task order. Developing the technical specifications, procurement document and providing technical assistance for a new ATCAS (Tasks 1 through 3 below) will be the first projects that BATA will select one or more firm(s) to provide assistance with. Assignments for these services shall be assigned at BATA's discretion based on the nature of the work and the expertise and availability of the firm(s).

### **Task 1. Analyze Financial and Operational Requirements, and Develop Technical Specifications and Procurement Documents for a new ATCAS**

This task shall include, but not be limited to:

- Analyzing and reviewing the operational requirements, financial and internal control requirements, and system architecture for a replacement of the current ATCAS, including reviewing the current software solution that counts vehicles and records revenues to be collected, the application interfaces, the associated lane equipment and peripherals located at the bridges, the physical plant at the toll lanes and toll plaza buildings, and the current toll collection procedures.
- Preparing the technical specifications and procurement documents to issue a competitive bid for the selection of a contractor to design, test and build a new ATCAS, including:
  - Developing business requirements, system technical specification, performance measures, evaluation criteria and scope of work;
  - Assisting with pre-bid meetings, and questions and requests submitted by proposers once the RFP has been released;
  - Assisting with vendor evaluations and selection.

### **Task 2. Project Management Oversight**

This task shall include, but not be limited to:

- Developing the project plan and timeline with assistance from BATA management.
- Tracking project's progress and provide periodic updates.
- Attending and organizing regular project update meetings.
- Maintaining and updating detailed project schedules, including tracking major milestones.
- Identifying and developing plans for the resolution of project issues.

- Preparing a system implementation plan
- Coordinating all work between the contractor and BATA, Caltrans, and ACS technical staff in planning any system modification required to implement and integrate the system.

### **Task 3. System Design, Integration, and Development Technical Assistance**

This task shall include participating in all aspects of the System Design, Integration and Development process, which includes, but is not limited to:

- Assisting BATA in documenting issues, decisions, direction, and agreements as necessary for these meetings.
- Assisting BATA on policy and technical issues including assessing changes to project requirements for their impact on software/hardware development.
- Assisting with identifying, tracking and closing project issues.
- Reviewing all software and hardware system specifications against requirements.
- Monitoring progress of the system design, development and installation against design specifications, identifying any issues that present a risk to achieving the project schedule or performance, and proposing preventive and corrective actions.
- Assisting in coordinating the Contractor's installation on site at the various toll plazas and work with Caltrans as directed by BATA.
- Reviewing contractor deliverables, assessing whether the deliverable meets the contract requirements, and recommending approval or provide recommended changes.
- Preparing test plans, assisting with issue tracking and helping to evaluate test results.
- Preparing implementation plans.
- Providing review of all deliverables in accordance with the approved contract schedule

### **Task 4. Other Project Management and Technical Services Related to BATA's Toll Collection System**

This task would include other project management, financial and technical assistance related to the toll collection and accounting functions to be determined by BATA at a future date.

**APPENDIX B**  
**PROPOSED STAFF AND HOURLY RATES**

<b><u>Name and Project Position Title</u></b>	<b><u>Hourly Rate*</u></b>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

\* Rates are fully burdened for all proposed staff, and include all direct and indirect costs and profit. Rates indicated shall be firm for the first two years of the contract term.

BATA will not pay for ordinary travel expenses, meals or lodging, or permit add-on fees for use of subcontractors.

(Form available in Word upon request).

## APPENDIX C CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC's commissioners include:

Tom Ammiano  
Tom Azumbrado  
Tom Bates  
Bob Blanchard  
Dean Chu  
Dave Cortese  
Bill Dodd

Dorene M. Giacomini  
Federal D. Glover  
Scott Haggerty  
Anne W. Halsted  
Steve Kinsey  
Sue Lempert

Jon Rubin  
Bijan Sartipi  
James P. Spering  
Adrienne J. Tissier  
Amy Worth  
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this REQUEST FOR QUALIFICATIONS?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude BATA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

## **APPENDIX D**

### **SYNOPSIS OF PROVISIONS IN BATA'S STANDARD CONSULTANT AGREEMENT**

In order to provide bidders with an understanding of some of BATA's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. A copy of BATA's standard agreement may be obtained from the Project Manager for this RFQ.

**Termination:** BATA may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, BATA will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, BATA will be under no further obligation to the Auditor. If the Consultant fails to perform as specified in the agreement, BATA may terminate the agreement for default by written notice, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to BATA, less the costs to BATA of rebidding.

**Insurance Requirement:** The Consultant must obtain and maintain at your own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement: (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000; (2) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 for injury to any one person and for any one occurrence and \$2,000,000 general aggregate applying separately to this project; (3) Owned, Non-Owned, and Hired Automobile Liability Insurance in an amount no less than \$1,000,000, policy to contain liability Symbol 1 to provide coverage for any auto; (4) Errors and Omissions Professional Liability Insurance in the amount of \$1,000,000 policy limit to be project specific; and (5) Umbrella Insurance in the amount of \$10,000,000. The Commercial General Liability Insurance policy shall contain an endorsement to include BATA, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no BATA insurance will be called on to contribute to a loss. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to BATA prior to issuance of any payment under the Agreement by BATA. CONSULTANT agrees to furnish to the BATA Project Manager a copy of all additional insured endorsements required under the Agreement within sixty (60) days of the Effective Date of the Agreement.

**Independent Contractor:** Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of BATA. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

**Indemnification:** Consultant agrees to defend, indemnify and hold BATA harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against BATA arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by BATA: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“BATA Data”) made available to the Consultant by BATA for use by the Consultant in the performance of its services under this Agreement shall remain the property of BATA and shall be returned to BATA at the completion or termination of this Agreement. No license to such BATA Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant’s use or possession of such BATA Data. Any updates, revisions, additions or enhancements to such BATA Data made by the Consultant in the context of the Project shall be the property of BATA.

Ownership of Work Products: All data, reports, surveys, studies, drawing, software (object or source code), electronic databases, and any other information, documents or materials (“Work Product”) written or produced by the Consultant under this Agreement and provided to BATA as a deliverable shall the property of BATA. Consultant will be required to assign all rights in copyright to such Work Product to BATA.

Personnel and Level of Effort: The key personnel to be assigned to this work by Consultant shall not be replaced or substituted without prior written notification to the Project Manager. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken.

Subcontracts: No subcontracting of any or all of the services to be provided by the Consultant shall be allowed without prior written approval of BATA. BATA is under no obligation to any subcontractors.

Consultant’s Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to BATA for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of BATA can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.